



### SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Jerri M. Vestal, with reference to the following facts:

1. At all times mentioned herein, Jerri M. Vestal operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 1559<sup>5</sup> State Highway N, Livonia, Missouri.

2. APHIS has documented evidence of Jerri M. Vestal's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Jerri M. Vestal's failure to allow APHIS official to complete an inspection of the facility during normal business hours, and failure to provide dogs with minimally-adequate veterinary care, adequate bedding during colder weather, clean and sanitized enclosures and water receptacles, and individual identification, as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40, 2.50, 2.126, 3.1, 3.4, 3.11).

3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.

4. APHIS and Jerri M. Vestal have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Jerri M. Vestal admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.

6. Jerri M. Vestal consents and agrees to the following:



- a. Jerri M. Vestal agrees to sell, donate, and/or transfer ownership and possession of any dogs on his or her premises, regardless of ownership, within twelve (12) weeks from the date Jerri M. Vestal signs this Settlement Agreement.
- b. Animal Care will, upon written request, grant an exemption for Jerri M. Vestal to retain a reasonable number of dogs that are maintained for her own personal use and enjoyment, provided that the laws of the jurisdiction where Jerri M. Vestal lives allow her to keep the animals.
- c. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Jerri M. Vestal holds at the time Jerri M. Vestal signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.
- d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals present at Jerri M. Vestal's facility within twelve (12) weeks from the date Jerri M. Vestal signs this Settlement Agreement to verify compliance with paragraph (a) above. Jerri M. Vestal shall not unreasonably withhold her consent to a time and date for Animal Care to conduct the inventory. Jerri M. Vestal shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Jerri M. Vestal signs this Settlement Agreement.
- e. As of the date Jerri M. Vestal signs this Settlement Agreement, AWA license 43-A-4931 is hereby revoked.
- f. Jerri M. Vestal and any partnerships, firms, corporations or other legal entities that she controls or in which she has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. §





2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 1559<sup>5</sup> State Highway N, Livonia, Missouri.

7. Jerri M. Vestal consents and agrees that her failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Jerri M. Vestal based upon the non-compliant items documented at 1559<sup>5</sup> State Highway N, Livonia, Missouri, in connection with animal welfare investigation MO09063-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Jerri M. Vestal's agreements and actions described in paragraph 6 above, and the promises and admissions of Jerri M. Vestal set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Jerri M. Vestal in connection with the alleged AWA violations documented in animal welfare investigation MO09063-AC.

APHIS and Jerri M. Vestal warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.

Jerri M. Vestal

Signature: 

Date: 3-23-12

U.S. DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

 SERVICE

Signature: 

Robert J. Huttenlocker, Director  
Investigative and Enforcement Services  
Animal and Plant Health Inspection Service  
United States Department of Agriculture

MAR 30 2012

Date: \_\_\_\_\_